



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR
PURCHASES FROM \$3,000 TO \$24,999.99**

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 30, 2007	QUOTE DUE BY (DATE AND TIME): MAY 10, 2007 10:00:00 CST	F.O.B. REQUIREMENTS: NONE
TO BE COMPLETED BY: WORK COMPLETED AND INVOICED BY JUNE 27, 2007.	QUOTATION : D1-07-166 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER OF RECORD: BRENDA CHRISTIE PHONE NUMBER: 816-387-2430 FAX NUMBER: 816-387-2368 ALL QUESTIONS REGARDING THIS BID MUST BE DIRECTED TO THE BUYER OF RECORD.
District Mailing Address: Missouri Department of Transportation 3602 N. Belt Highway St. Joseph, Missouri 64506-1399	Pre-Bid meeting at the site. Prebid Date: May 3, 2007 Prebid Time: 01:00:00 P.M. CST Prebid Location: East-bound weigh scale 5 miles east of I-29 on Hwy 36	

SCOPE OF WORK

Removal of existing window systems including but not necessarily limited to: all glass, framing, screens, bars and anchors and replacing with new windows and security screens as specified in this bid. It will be the contractors responsibility to repair any damages to the existing structure that may occur during removal of existing window system or during placement of new windows. Contractor shall include all, trim, flashing, paint, weatherproofing, etc. as required to provide a complete and functional system. See following documentation for specifications.

Total Project Cost →	
<p><u>CERTIFICATE OF GOOD STANDING</u> The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri.</p> <p><u>HB600 COMPLIANCE</u> The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue.</p> <p>To obtain information on the above information follow these instructions. Log on to website, http://www.modot.mo.gov/business/contractor_resources/Commodities.htm Click on (District 1 / Northwest) Map to the left of the page. Click on (How to do Business with MoDOT / Vendor Application Packet)</p> <p>Award of this quote will be made on an "All or nothing" basis using the "lowest and best" principle of award.</p>	
VENDOR NAME:	

SPECIFICATIONS

SECTION 02050 DEMOLITION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all removal of designated window systems.

PART 2 PRODUCTS

This Section not used.

PART 3 EXECUTION

3.1 PROTECTION OF EXISTING FACILITIES

- A. The contractor shall, as soon as he receives a Notice to Proceed with work, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons. The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. The contractor shall provide all tarps, temporary partitions, barricades, and/or other safety devices deemed necessary for protection.

3.2 OWNERSHIP OF PROPERTY

- A. No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the right on entry to remove such buildings and structures in strict accordance with the Contract.
- B. Only such property may be salvaged by contractor as is owned by MoDOT, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from MoDOT a written statement respecting its ownership.
- C. All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the demolition contract.
- D. Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

3.3 DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

- A. Removal of all designated windows in the structure.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Protect existing landscaping and/or paving that are not to be demolished.
- D. Remove windows indicated in an orderly and careful manner.
- E. All openings created by window removal and not closed by installation of new windows by the end of the workday will be secured to prevent intrusion into the facility.
- F. Perform all other incidental work necessary to fully complete the contract.
- G. All rubbish, debris, etc., resulting from demolition work shall be removed from the premises during and/or upon completion of work, leaving the site area acceptable to the satisfaction of the owner.
- H. The contractor shall furnish the disposal site for all demolition materials.

END OF SECTION

**SECTION 07900
JOINT SEALERS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Pre-compressed foam sealers.
- C. Hollow gaskets.

1.2 RELATED SECTIONS

- A. Section 08520 – Aluminum Windows.
- B. Section 08800 - Glazing

1.3 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM D1565 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.6 COORDINATION

- A. Section 01039 - Coordination and Meetings: Coordination requirements.
- B. Coordinate the work with all sections referencing this section.

1.7 WARRANTY

- A. Section 01700 - Warranties.
- B. Correct defective work within a five-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and exhibit loss of adhesion or cohesion or do not cure.

1.8 SEALANTS

- A. Type I - General Purpose Exterior Sealant: Polyurethane or Polysulfide; ASTM C920, Grade NS, Class 25, Uses M, G and A; single or multi- component.
 - 1. Standard colors matching finished surfaces.
- B. Type II - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Standard colors matching finished surfaces. Applications: Use for:
 - a. Joints between door and window frames and wall surfaces.

PART 2 PRODUCTS

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

END OF SECTION

**SECTION 08520
ALUMINUM WINDOWS**

PART 1 GENERAL

1.1 SUMMARY

- A. Provide aluminum windows as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to shown fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent regulations of governmental agencies having jurisdiction:
 - 1. Comply with ANSI-AAMA 101-88 for the designations specified.
 - 2. All windows shall bear the "AAMA Certification Program" gold label indicating conformance to ANSI/AAMA 101-88, "Heavy Commercial" grade.
 - 3. All windows shall be warranted for one year against defects in material or workmanship under normal use.
 - a. Finish shall be warranted for ten years against chipping, peeling, cracking or blistering.
 - b. Insulated glass shall be warranted for five years against visual obstruction resulting from film formation or moisture collection between the internal glass surfaces.
 - c. Installer shall provide warranty for one year performance on operation and air/water specified levels including labor to repair component parts.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 PRODUCTS

2.1 ALUMINUM WINDOWS

- A. Provide aluminum windows of the types and dimensions shown on the Window Schedule, complete with anchors of the types needed for the installation and complying with the following standards as defined in NSI-AAMA 101-88:
 - 1. Double Hung Tilt Window: DH-C45
 - 2. Fixed Frame
- B. Finish:
 - 1. Provide electrostatically applied acrylic or baked on polyester enamel on all window members.
 - 2. The finish color shall be selected by the Owner from the manufacturer's standard color options.
- C. Glass and Glazing
 - 1. Glazed per Specification Section 08800 – Glazing.
- D. Acceptable Products: Double Hung
 - 1. Quaker Eric Series Double & Single Hung with 3 ¼” frame depth, full hinged .028 dia. security screen with integral stainless steel insect screen, Quaker Window Company, Highway 63 South, P.O. Box 128, Freeburg, MO. 65035 Ph: 800-347-0438
 - 2. Equal products with prior approval from the Architect/Owner
- E. Acceptable Products: Fixed Frame
 - 1. Quaker Norman Series fixed window with 3 ¼” frame depth, thermally broken frame and sash, full width hinged .028 dia. security screen, Quaker Window Company, Highway 63 South, P.O. Box 128, Freeburg, MO. 65035 Ph: 800-347-0438
 - 2. Equal products with prior approval from the Architect/Owner

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Install the work of this Section in strict accordance with the manufacturer's recommendations as approved by the Architect, anchoring all units firmly into position square, plumb, straight and true.
- B. Dissimilar materials:
 - 1. Where aluminum surfaces come in contact with metals other than stainless steel, zinc or white bronze of small area, isolate the aluminum by one of the following methods:
 - a. Apply a good quality sealant material between the aluminum and the dissimilar metal.
 - b. Isolate the dissimilar metals with non-absorptive tape or gaskets.

3.2 CLEANING

- A. Labels:
 - 1. Leave all labels in place, intact and legible, until reviewed and approved by the Architect.
 - 2. Do not at any time remove required AAMA labels.
- B. Prior to completion of the Work, thoroughly clean all exposed surfaces of windows and screens.
 - 1. Use only the cleaning materials and techniques recommended by the manufacturer of the material being cleaned.
 - 2. Do not scratch or otherwise damage the glass, screen or aluminum finish.

END OF SECTION

SECTION 08800
GLAZING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Glass and glazing for hollow metal work, and windows.

1.2 RELATED SECTIONS

- A. Section 08410 - Aluminum Entrances and Storefronts.
- B. Section 08520 - Aluminum Windows: Glazed windows.

1.3 REFERENCES

- A. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
- B. ASTM C669 - Glazing Compounds for Back Bedding and Face Glazing of Metal Sash.
- C. ASTM C804 - Use of Solvent-Release Type Sealants.
- D. ASTM C1036 - Flat Glass.
- E. ASTM C1048 - Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass.
- F. ASTM C1172 - Laminated Architectural Safety Glass.
- G. ASTM E84 - Surface Burning Characteristics of Building Materials.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Material and Equipment: Environmental conditions affecting products on site.
- B. Do not install glazing when ambient temperature is less than 50 degrees F.
- C. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.6 WARRANTY

- A. 01700 - Warranties and Bonds.
- B. Provide a five (5) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting and replacement of it.
- C. Provide a five (5) year warranty to include coverage for delamination of laminated glass and replacement of it.

PART 2 PRODUCTS

2.1 FLAT GLASS MATERIALS

- A. Glazing:
 - 1. All units shall be constructed to an overall minimum thickness of 3/4" with two lites of DSB thickness 1/4" or as required for panel size.
 - a. Interior: clear, annealed.
 - b. Exterior: tinted, tempered.
 - 2. Glazing Options: Contractor to provide the following options: graylite 13 tinted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement; weeps are clear and ready to receive glazing.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Perform installation in accordance with ASTM C804 for solvent release sealants.

3.3 INSTALLATION - INTERIOR WET/DRY METHOD (TAPE AND SEALANT)

- A. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
- D. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch below sight line.
- E. Trim protruding tape edge.

3.4 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste. Do not mark heat absorbing or reflective glass units.

END OF SECTION

VENDOR NOTES

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Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle): MINORITY BUSINESS ENTERPRISE (MBE) ? YES NO WOMEN BUSINESS ENTERPRISE (WBE) ? YES NO Would your company like information on becoming a registered/certified MBE/WBE vendor? YES NO	

All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
- 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the MoDOT Specifications and any other provisions outlined in the solicitation documents.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Buchanan. The Annual Wage Order # **13** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.